



County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

January 15, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS: LOS ANGELES COUNTY
WATERWORKS DISTRICT NO. 29, MALIBU
AUTHORIZATION TO EXECUTE AN AGREEMENT WITH THE
LOS ANGELES UNIFIED SCHOOL DISTRICT TO OBTAIN AN EASEMENT
FOR THE TOPANGA FORKS/OAKS WATER MAIN REPLACEMENT PROJECT
(SUPERVISORIAL DISTRICT 3)
(3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 29, MALIBU:**

Authorize the Director of Public Works or his designee to execute an Agreement between the Los Angeles Unified School District and the Los Angeles County Waterworks District No. 29, Malibu, to obtain an easement for the Topanga Forks/Oaks Water Main Replacement project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to authorize the Director of Public Works or his designee to execute an Agreement between the Los Angeles Unified School District and the Los Angeles County Waterworks District No. 29, Malibu (District), to obtain an easement required to construct approximately 608 feet of 12-inch-diameter water main in a service road at the Topanga Elementary School as part of the Topanga Forks/Oaks Water Main Replacement project. The project consists of constructing approximately 3,000 feet of new water mains in Topanga Canyon Boulevard, Topanga School Road, and the Topanga Elementary School's service road to increase the capacity of the water

Board of Supervisors
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Fifth District

distribution system and eliminate the need for approximately 500 feet of existing aged and undersized cross-country water main.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Fiscal Responsibility (Goal 4) and Community Services (Goal 6) by cost-effectively constructing water system facilities to enhance the reliability of water service to the District's customers and improve the quality of life for Topanga's residents.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The proposed water main project is estimated to cost \$3,000,000. Sufficient funds for the project are available in the Fiscal Year 2007-08 District Accumulative Capital Outlay Fund (N33).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The attached Agreement has been reviewed and approved as to form by County Counsel.

Based on the terms of the Agreement, the Los Angeles Unified School District will grant the District an easement required for construction of the water main in Topanga Elementary School's service road, and the District will reconstruct approximately 608 feet of the Topanga Elementary School's service road, install a new fire hydrant, upgrade the school's water service connection, and repair the portions of Topanga School Road affected by construction. The District's staff has determined that the value of the exchange is fair and reasonable.

ENVIRONMENTAL DOCUMENTATION

The Negative Declaration for the project was prepared in accordance with the requirements of the California Environmental Quality Act, and adopted by your Board on August 19, 2003.

The Honorable Board of Supervisors
January 15, 2008
Page 3

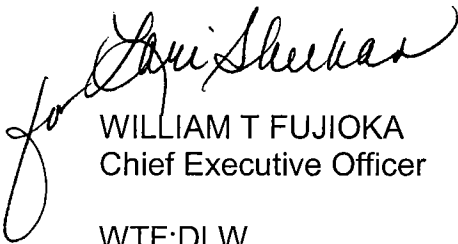
IMPACT ON CURRENT SERVICES (OR PROJECTS)

The construction of the proposed water mains will enhance the reliability of water service to the District's customers and improve the quality of life for Topanga's residents. The proposed action will not have any negative impact on existing services or planned projects.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Waterworks Division.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "William T. Fujioka", is written over the typed name and title.

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:DLW
AA:dv

Attachment

c: County Counsel

AGREEMENT

This AGREEMENT, made and entered into by and between the LOS ANGELES UNIFIED SCHOOL DISTRICT, a school district duly organized and existing under the laws of the State of California, hereinafter referred to as LAUSD, and the LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 29, MALIBU, a public waterworks district formed pursuant to Division 16 of the State Water Code, hereinafter referred to as DISTRICT, (the DISTRICT and the LAUSD, each a PARTY and collectively, the PARTIES) on _____, 2008.

WITNESSETH

WHEREAS, DISTRICT is requesting from LAUSD an easement measuring 20 feet by approximately 608 feet, as more particularly described in the attached "Exhibit A" (hereinafter referred to as EASEMENT) for construction, operation, and maintenance and related access for approximately 608 linear feet of 12-inch-diameter water main and related appurtenances (hereinafter referred to as WATER MAIN) within land located at the Topanga Elementary School (hereinafter referred to as SCHOOL) along a service road leading to DISTRICT'S Topanga Forks Tanks, to improve the reliability of the water supply distribution system to the Topanga area, including SCHOOL.

WHEREAS, LAUSD is requesting that DISTRICT perform improvements to SCHOOL'S service road and the Topanga School Road (hereinafter referred to as IMPROVEMENTS) in consideration for granting the EASEMENT to the DISTRICT for the purpose of enhancing the structural integrity of said roads after installation of WATER MAIN.

WHEREAS, IMPROVEMENTS as described in a letter dated August 16, 2006, from DISTRICT to LAUSD consist of the following items:

- a. Installing a fire hydrant within SCHOOL property approximately 300 feet from Topanga School Road entrance to service road.
- b. Moving SCHOOL'S three 2-inch-diameter water service connections from existing 1330 pressure zone, 8-inch-diameter water main located on Topanga School Road, to new 960 pressure zone WATER MAIN.
- c. Reconstructing approximately 600 feet of SCHOOL'S service road from the lower entrance next to SCHOOL parking area to the access gate of DISTRICT'S Topanga Forks Tanks in accordance with LAUSD design guidelines and specifications for access roads.

- d. Repairing WATER MAIN trench on Topanga School Road using two sacks of sand-cement slurry and repaving the trench to match the existing road structural section in accordance with LAUSD design guidelines and specifications.

WHEREAS, LAUSD is requesting that DISTRICT coordinate WATER MAIN design and construction activities with appropriate LAUSD staff to help ensure compliance with LAUSD design guidelines and specifications and to minimize disruption of school operations during construction.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by both LAUSD and DISTRICT, and of the premises herein contained, it is hereby agreed as follows:

(1) DISTRICT AGREES:

- a. To coordinate with LAUSD engineering staff to design road surface drainage patterns and to strictly comply with LAUSD design guidelines and specifications for access roads.
- b. To contract with a properly licensed contractor to construct WATER MAIN and IMPROVEMENTS as part of the Topanga Forks/Oaks Water Main Replacement project (hereinafter referred to as PROJECT) pursuant to plans and specifications approved by DISTRICT and consistent with LAUSD design guidelines and specifications.
- c. To obtain and maintain, at DISTRICT'S sole cost and expense, all necessary State, local, or other needed regulatory approvals or applicable permits and environmental documents needed for the construction, installation, maintenance, and operation of the IMPROVEMENTS (collectively, PERMITS), including, without limitation, performing all acts required by or in connection with the requirements of the California Environmental Quality Act, for the completion of PROJECT.
- d. To install WATER MAIN below the grade of land in EASEMENT area so that such equipment is not visible, except for the fire hydrant, to be installed by DISTRICT in an area of SCHOOL approved by LAUSD, the approval of which shall be reasonably granted.
- e. To coordinate design and construction activities with appropriate LAUSD staff to avoid or minimize disruption of school operations. DISTRICT will use all reasonable effort to avoid or minimize any impact to SCHOOL'S operations, particularly the educational programming, resulting from any construction, maintenance, operation, and other work necessary for and ancillary to the water pipelines. DISTRICT will provide LAUSD with a

minimum of thirty (30) days' prior written notice of intent to commence any work in the EASEMENT area and the schedule for said work.

- f. To ensure that, at the end of each day, regardless of whether DISTRICT'S contractor has completed its work, said contractor will clean and secure the EASEMENT area, or that portion of the EASEMENT area where work is occurring, in a sanitary and safe condition. DISTRICT or its contractor shall restore and repair LAUSD'S property to the condition existing prior to the commencement of the work, and such restoration and repair shall be in accordance with LAUSD'S guidelines and specifications. DISTRICT agrees that LAUSD shall not be liable or responsible for any of DISTRICT'S equipment, supplies, and other materials left within the EASEMENT area while work is ongoing.
- g. To indemnify and save harmless LAUSD, including LAUSD'S Board of Education, officers, employees, and/or agents, from any and all liability, loss or damage to which LAUSD may be subjected, including claims and lawsuits for injuries or damages of any nature whatsoever, reasonable defense costs and legal fees, and workers' compensation benefits, as the result of any negligence or willful misconduct by DISTRICT arising out of the construction of WATER MAIN. Notwithstanding the foregoing, DISTRICT shall in no way be liable for or responsible in connection with the negligent acts or willful misconduct of any third party or LAUSD, or for liability relating to the IMPROVEMENTS following the date of acceptance by LAUSD.
- h. To be responsible for any damage to SCHOOL property, included but not limited to the service road, caused solely by a break or leak of DISTRICT'S WATER MAIN as provided by Government Code Section 53069. In the event any maintenance is required to the WATER MAIN, or if a break or leak of the WATER MAIN is detected, the DISTRICT shall, upon notice, respond promptly, excavate to find the problem, repair the leak, and repair the LAUSD service road, as necessary, to restore said road to its condition prior to the WATER MAIN maintenance or repair.
- i. To obtain a one-year warranty for the IMPROVEMENTS from the DISTRICT'S contractor and name the LAUSD as a third party beneficiary.

(2) LAUSD AGREES:

- a. To grant the EASEMENT to the DISTRICT, including, to duly execute and deliver to the DISTRICT the deed for the EASEMENT, in the form attached hereto as Exhibit A, for the DISTRICT, to record the same in the public records of the County of Los Angeles Registrar-Recorder/County Clerk's office.

- b. To make available within reasonable time all LAUSD design guidelines and specifications necessary to complete the SCHOOL portion of the PROJECT.
- c. To allow DISTRICT the necessary access rights into SCHOOL to construct the proposed WATER MAIN and IMPROVEMENTS in the time and manner indicated in the approved PROJECT plans, specifications, and construction contract; provided that if DISTRICT will access the SCHOOL when students are present, DISTRICT shall not allow any of its employees and contractors (including the employees of said contractors) that have been convicted of those crimes identified in Section 44010 of the Education Code to access the SCHOOL and EASEMENT.
- d. To accept all IMPROVEMENTS for ownership, operation, and maintenance, following completion by the DISTRICT, and to fully release and indemnify and defend the DISTRICT of all responsibility and liability relating to the IMPROVEMENTS and any related permits, following the date of acceptance by LAUSD, including claims and lawsuits for injuries or damages of any nature whatsoever, reasonable defense costs, legal fees, and workers compensation benefits. Notwithstanding the foregoing, LAUSD shall in no way be liable or responsible for the negligent acts or willful misconduct of the DISTRICT or its agents or for liability for which DISTRICT is responsible under this AGREEMENT relating to the IMPROVEMENTS prior to the date of acceptance by LAUSD.
- e. To be solely responsible for the maintenance and repair of the SCHOOL service road for any cause whatsoever except for damage caused solely by the DISTRICT'S use or maintenance of the water main or damage to the road caused by a break or leak of the WATER MAIN.
- f. To cooperate with the DISTRICT in obtaining all PERMITS required for the PROJECT.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. This AGREEMENT is intended solely for the benefit of the PARTIES, not any third parties.
- b. This AGREEMENT, together with all attachments and exhibits, contains the entire AGREEMENT and understanding between the PARTIES concerning the subject matter hereto and supersedes and replaces any and all prior or contemporaneous written or oral negotiations, proposed agreements, or agreements concerning that subject matter.
- c. This AGREEMENT is not assignable to any third-party without the express written consent of both PARTIES, at their sole and absolute discretion.

- d. In the event any portion of the AGREEMENT is found invalid, illegal, or unenforceable, such portion shall be severed from the AGREEMENT, and the remaining provisions will not be affected unless their enforcement under the circumstances would be unreasonable, inequitable, or would otherwise, frustrate the purposes of the AGREEMENT. The PARTIES will negotiate in good faith to replace the severed portion of the AGREEMENT with a comparable valid provision.
- e. Each representative of the PARTIES affixing his or her signature below represents and warrants that he or she has read and understood the AGREEMENT, has had opportunity to seek legal counsel, and has the full legal authority to bind his or her respective PARTY to all of the terms, conditions, and provisions of this AGREEMENT; that his or her respective PARTY has the full legal right, power, capacity, and authority to enter into this AGREEMENT and perform all of the obligations herein; and that no other approvals or consents are necessary from his or her respective PARTY in connection therewith.
- f. This AGREEMENT shall remain valid as long as the DISTRICT has possession of the EASEMENT.

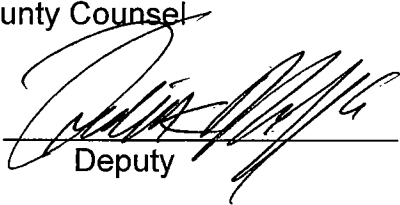
IN WITNESS WHEREOF, the PARTIES hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the LOS ANGELES UNIFIED SCHOOL DISTRICT, on _____, 2008, and by the LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 29, MALIBU, on _____, 2008.

LOS ANGELES COUNTY WATERWORKS
DISTRICT NO. 29, MALIBU,
a governmental agency

By _____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By  _____
Deputy

LOS ANGELES UNIFIED SCHOOL
DISTRICT, a school district duly organized
under the laws of the State of California

By _____
Bruce Kendall
Deputy Chief Executive
Existing Facilities

Exhibit "A"

APN: 4445-004-900 and 4445-005-902 (Portions)

Those portions of that certain parcel of land in the County of Los Angeles, State of California within the Southwest quarter of Section 7, Township 1 South, Range 16 West, SBM, according to the official plat of said land on file in the District Land Office, shown as Parcels A on the attached map described as follows:

Parcel A

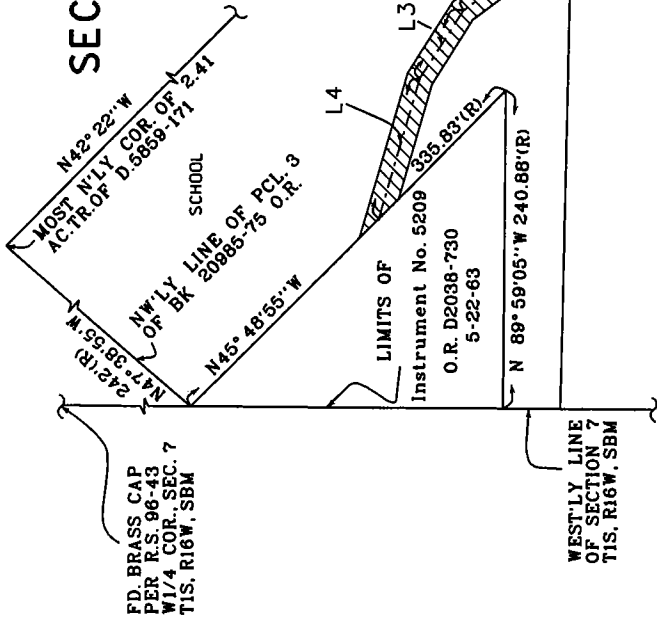
A strip of land, 20 feet wide, lying 10 feet on each side of the following described centerline:

Commencing at the northwesterly terminus of that certain course having a bearing and length of North 50°15'36" West 95.45 feet in the proposed centerline of Topanga School Road, 50 feet wide and variable width as shown on Parcel Map 3833 filed in Book 63, pages 35 and 36, of Parcel Maps, in the office of the Recorder of the County of Los Angeles, said terminus being the **True Point Of Beginning**; thence (L1) North 72°31'08" West 117.29 feet; thence (L2) North 36°59'10" West 320.50 feet; thence (L3) North 57°43'13" West 61.00 feet; thence (L4) North 73°59'28" West 138.40 feet to the northeasterly line of that certain parcel of land described in deed to County of Los Angeles on May 22, 1963 as instrument No. 5209 as recorded in Book D2038, page 730, Official Records, in the office of the Recorder of said county having a bearing of North 45°48'55" West and a distance of 335.83 feet.

Except therefrom any portion lying within said Topanga School Road.

Also except therefrom any portion lying within that certain parcel of land described in deed to County of Los Angeles on May 22, 1963, recorded in Book D2038, page 730, Official Records, in the office of the Recorder of said county.

A PORTION OF THE SOUTHWEST QUARTER OF
SECTION 7, TOWNSHIP 1 SOUTH, RANGE 16 WEST, SBM



| TABULATION | | |
|------------|-----------------|----------|
| COURSE | BEARING | DISTANCE |
| L1 | N 72° 31' 08" W | 117.29' |
| L2 | N 36° 59' 10" W | 320.50' |
| L3 | N 57° 43' 13" W | 61.00' |
| L4 | N 73° 59' 28" W | 138.40' |



NO SCALE

EXHIBIT "8"

| | |
|--|--|
| LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS | |
| WATERWORKS AND SEWER MAINTENANCE DIVISION | |
| LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 29 MALIBU | DATE: NOV. 2007 |
| EASE, FOR SPEC. 29-608 REF: PM. 3833, PMB. 63-35-36 | A.I.N. 4445-004-900 A.I.N. 4445-005-902 |
| PREPARED AND DRAWN BY S. CHOW | |
| CHECKED BY E. HAILU | |

BASIS OF BEARINGS

THE CENTERLINE N 50° 15' 36" W PER
PARCEL MAP NO. 3833 PMB 63-35-36
WAS USED AS THE BASIS OF BEARINGS
FOR THIS MAP.

RECORDING REQUESTED BY
LOS ANGELES COUNTY
WATERWORKS DISTRICT NO. 29
WHEN RECORDED MAIL TO
Los Angeles County Waterworks District
900 South Fremont Avenue
Alhambra, California 91803-1331

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY
TRANSFER TAX PURSUANT TO SECTION 11922 OF
THE REVENUE & TAXATION CODE.

THIS DOCUMENT IS EXEMPT FROM RECORDING
FEES PURSUANT TO SECTION 27383 OF THE
GOVERNMENT CODE.

Space above this line for Recorder's use

APN: 4445--004-900& 4445--005-902 (Portions)

EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Los Angeles Unified School District

does hereby grant to Los Angeles County Waterworks District No. 29, Malibu, a governmental agency, an easement for water pipelines and appurtenances and ingress/egress purposes and the right to construct, maintain, operate and use same in and across the real property in the County of Los Angeles, State of California as described in Exhibit "A" and depicted on the map attached Exhibit "B", on the following terms and conditions:

1. Grantee shall install a water pipeline and other appurtenances below the grade of land in the Easement Area so that such equipment is not visible, except for the fire hydrant to be installed by Grantee in an area approved by Grantor at Topanga Elementary School site (the "School"). Grantee, at its sole cost and expense, shall obtain any and all permits and approvals necessary to construct, install, maintain and operate the water pipeline on the School.
2. Initial construction and installation of the water pipeline and appurtenances shall occur when the School is not in session in order to avoid disrupting the School's operations. Grantor discloses that Topanga School Road and the School's interior road, which is a portion of the Easement Area, is the only access for delivery of food supplies to the School's cafeteria, delivery of other supplies and trash removal. After the initial construction and installation of the water pipeline and appurtenances, Grantee shall use all reasonable effort to avoid or minimize any impact to the School's operations, particularly the educational programming, resulting from any construction, maintenance, operation and other work necessary for and ancillary to the water pipelines. Grantee shall provide Grantor with a minimum of thirty (30) days' prior written notice of Grantee's intent to commence any work in the Easement Area and the schedule for said work. This notice is necessary to provide Grantor with an opportunity to minimize any impact to the school programming, as necessary, supervise and provide security for its students, if necessary, and supervise Grantee's work, if so desired; provided, however, that Grantee shall not be required to provide prior notice in the event of an emergency requiring Grantee to perform work on the water pipeline. At the end of each day, regardless of whether Grantee has completed its work, Grantee shall clean and secure the Easement Area, or that portion of the Easement Area where work is occurring, in a sanitary and safe condition. Grantee shall restore and repair Grantor's property to the condition existing prior to the commencement of Grantee's work and such restoration and repair shall be in accordance with Grantor's standards. Grantee agrees that Grantor shall not be liable or responsible for any of Grantee's equipment, supplies and other materials left within the Easement Area while work is ongoing.
3. Grantee, and Grantee's Agents, shall indemnify and save harmless the Grantor, and Grantor's Board of Education, officers, employees and/or agents (hereinafter referred to as "Grantor's Agents"), from any and all liability, loss or damage to which Grantor or Grantor's Agents may be subjected, including claims and lawsuits for injuries or damages of any nature whatsoever, reasonable defense costs and legal fees, and workers' compensation benefits, as the result of any negligence or intentional act or omission by Grantee or Grantee's Agents, as defined below, arising out of the exercise by Grantee or Grantee's Agents, of any of the rights granted to it by this Easement Deed. Grantee shall not be obligated to indemnify Grantor in connection with liability, loss or damage caused by Grantor's own intentional acts or negligence.
4. Grantee shall be responsible for any damage to the Grantor's property caused solely by a break or leak of the Grantee's water pipeline as provided by Government Code Section 53069.

This grant of easement shall include the right to enter upon and to pass and repass on, over, along and across said Easement Area and right of way by Grantee, and by Grantee's officers, employees and/or agents, hereinafter referred to as "Grantee's Agents," from time to time, whenever and wherever necessary for the purposes above set forth.

Grantor agrees that after the installation of the water pipeline and appurtenances and so long as such equipment are maintained and operated in the Easement Area, Grantor shall not: (a) place any fill on any point of the Easement Area without the prior approval of Grantee, which approval shall not be unreasonably withheld; (b) lower the ground surface of the Easement Area by grading or otherwise in such a manner as to reduce the depth of cover to less than three (3) feet at any point above the top of any Grantee owned facilities; (c) construct any permanent building or other structure of whatever nature within any portion of the Easement Area, provided that this subpart shall not apply to the existing walls, fences and landscaping within and along the Easement Area and the replacement of said existing walls, fences and landscaping in generally the same location and depth and with similar materials. The erection of new walls, fences and landscaping that results in deeper subsurface footings or substantially different material shall be subject to the prior approval of Grantee, which approval shall not be unreasonably withheld; and (d) engage in any use of the Easement Area that will restrict or inhibit the utilization of the Easement Area by Grantee for the intended purposes set forth above.

The rights, provisions and conditions contained in this Easement Deed shall be binding upon the Grantor and the Grantee, and their respective successors and assigns.

Together with the right to enter upon and to pass and repass over and along said easement and right of way and to deposit tools, implements and other materials thereon, by said District, its officers, agents and employees, and by any contractor, his agents and employees, engaged by said District, whenever and wherever necessary for the purposes above set forth.
It is understood that each undersigned grantor grants said easement only for that portion of the described land in which said grantor has an interest.

By their execution of this instrument, the grantor certifies that all requirements of law regarding regulations, Publication and timelines pursuant to Section 17556-17561 et seg, of the CA Education code, have been complied with.

Los Angeles Unified School District

Easement Location: Between west end of
Topanga School Road and Forks Tank Site.
A. I. N. 4445-004-900 (portion)
A. I. N. 4445-005-902 (portion)
Waterworks Dist. No. 29 Malibu
Specification No. _____
Distribution Map No. _____

| | | |
|------------------|-------------|---------------------------------|
| <i>Signature</i> | <i>Date</i> | <i>Type or Print Name/Title</i> |
| _____ | _____ | _____ |
| <i>Signature</i> | <i>Date</i> | <i>Type or Print Name/Title</i> |
| _____ | _____ | _____ |

NOTE: ALL SIGNATURES MUST BE ACKNOWLEDGED OR WITNESSED FOR DOCUMENT EXECUTION TO BE COMPLETE. ACKNOWLEDGMENT AND WITNESS FORMS APPEAR ON ATTACHED SHEET(S).

State Of California)
) ss.SS
County of Los Angeles)

On _____, 2007, before me, _____, *Notary Public,*
 (insert name of the officer) (insert title of the officer)
personally appeared _____
 (insert name(s) and titles(s))

_____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/her/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

| | |
|-----------------------------------|---|
| CERTIFICATE OF ACCEPTANCE | |
| APPROVED: _____, 2007 | This is to certify that the interest in real property conveyed by the within deed or grant to said Los Angeles County Waterworks District, a governmental agency, is hereby accepted and the Grantee consents to the recordation, thereof |
| As to execution: | Dated _____ |
| By _____ Senior Civil Engineer | By _____ Assistant Deputy Director |